Bangalore Water Supply

REQUEST FOR PROPOSALS (RFP)

FOR

Consultancy services for the work of Detailed Project Report & Estimate for Up gradation/rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main to existing 218 MLD Treatment Plant at Challaghatta.

(ONLY THROUGH kppp.karnataka.gov.in PORTAL)

TENDER DOCUMENT

Office of the Executive Engineer (Waste Water Management Network) C Valley Division, BWSSB, OMBR GLR, 3rd main road, OMBR Layout, Banasawadi, Bangalore-560 043, Karnataka, India.

PARTICULARSOFTENDER

TENDER REFERENCE:	:	No. BWSSB/ EE(WWM-N)C Valley/ PB /118/2023-24 Dt:13-06-2023
NAME OF THE WORK	:	Consultancy services for the work of Detailed Project Report & Estimate for Up gradation/rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main to existing 218 MLD Treatment Plant at Challaghatta.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	26-06-2023 16.00 hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	27-06-2023 16.05 hrs
EARNEST MONEY DEPOSIT	:	**Rs.1,60,000/-** (Rupees one lakh eighty-four thousand one hundred forty) The **EMD** shall be paid through e-procurement.
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Executive Engineer (Waste Water Management Network) C Valley Division, BWSSB, OMBR GLR, 3rd main road, OMBR Layout, Banasawadi, Bangalore-560 043. Karnataka, India
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Executive Engineer (Waste Water Management Network) C Valley Division, BWSSB, OMBR GLR, 3rd main road, OMBR Layout, Banasawadi, Bangalore-560 043. Karnataka, India
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer (Waste Water Management Network) C Valley Division, BWSSB, OMBR GLR, 3rd main road, OMBR Layout, Banasawadi, Bangalore-560 043. Karnataka, India
CONTRACT DOCCUMENT REFERENCE		**Quality and Cost Based Selection as per K C4**

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation

2. The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

SECTION-1

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Executive Engineer (Waste Water Management Network) C Valley Division,
BWSSB, OMBR GLR, 3rd main road, OMBR Layout, Banasawadi,
Bangalore-560 043.

IFT No.: BWSSB/EEWWM-N CV/PB/ 118 / 2023-24 DATED: 13-06-2023

INVITATION FOR TENDER (IFT)

(Through GOK platform https://kppp.Karnataka.gov.in)

Tenders are invited through GOK plat form https://kppp.Karnataka.gov.in by the Executive Engineer (WWM-C Valley) Division, Bangalore Water Supply and Sewerage Board, OMBR GLR, 3rd main road, OMBR Layout, Banasawadi, Bangalore-560 043, Karnataka, India, on behalf of the Chairman, BWSSB, Bangalore, for consultancy services for preparation of Detailed Project Report.

Date and time for Tender Queries/Clarifications: 26-06-2023 at 11-00 Hrs

date and time for receipt of tender documents 26-06-2023 at 16-00 Hrs

Opening of Technical bids: 27-06 -2023 at 16-05 Hrs.

Sl No	Name of work	Approx. Amount put to tender In Rs.	E.M.D In Rs. 2%	Period of completion	Performance and work Qualification
1)	Consultancy services for the	80.00	1.60	04Month	1.The consultant should

	work of Detailed Project Report & Estimate for Up gradation/ rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main to existing 218 MLD Treatment Plant at Challaghatta.	Lakh	Lakh	s	have a minimum annual financial turnover of **Rs. 80.00 Lakhs** in each of the last five years i.e., **(2018-19 to 2022-23)** 2) The consultant as single entity should have prepared Detailed Project Report & Estimate for Up gradation/ rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main of value not less than **Rs.40.00 Lakhs.** 3) The consultant as single entity should have prepared Detailed Project Report & Estimate for Up gradation/ rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with pumping main.

Scope of Work:

1) Collection of available data with BWSSB about the existing sewerage system, ISPS, STP of Challaghatta Valley(Which starts from Jain Hospital to RBNMS College to Challaghatta. An additional Valley starting from J C Nagara to RBNMS College. With Jain Hospital, J C Nagara RBNMS College, AEE (WWM -N)-CV-1 Office premises Amarjyothi Layout and 218 MLD STP as nodal points) of the core city of Bengaluru.
2) To verify and review the correctness of the available data in field.
3) Study the catchment area for population, assessment of sewage flow in Challaghatta Valley.

4) Conduct conditional assessment of the existing sewerage network through primary survey should be noted that the best available technology should be applied for doing the sewerage system condition assessment.
5) As the outcome of primary survey, all the pipelines requiring rehabilitation/remodeling/refurbishment/replacement shall be identified and marked and produced in form of a map, with an associated note describing the current condition, and extent of rehabilitation.
6) Considering the catchment area & population, the existing and future sewage flows in Challaghatta Valley shall be assessed. This consultancy assignment requires collection of sewage flow data at nodal points. The sewage flows at nodal points to be assessed for the present, future and assessment of required diameter of the pipeline at the nodal points, it is envisaged that the suitable population projection must be used in order to assess the future population for the year 2050.
7) Assess the current carrying capacities of the existing sewerage network at nodal points.
8) Based on the collection of current flow data and future projected flows, the sewerage network of Challaghatta Valley shall be designed.
9) The consultant shall also prepare a framework for rehabilitation/remodeling /replacement of sewers wherever necessary.
10) The consultant shall also prepare a framework for fixing the alignment of sewers wherever necessary, preferable outside the storm water drains except in exceptional cases.
11) Topographical survey of the existing sewerage network wherever the rehabilitation/remodeling/refurbishment is required/suggested and proposed ISPS at AEE (WWM -N)-CV-1Office premises Amarjyothi Layout and raising main from ISPS to 218 MLD STP is part of this study.
12) Based on the initial design requirement for laying in the new sewerage network or where rehabilitation is proposed and for proposed ISPS location and raising Main the consultant shall perform the geotechnical investigation.
13) The consultant shall develop comparison of various pipe materials, technology selection of techno-commercial basis for the implementation with respect to the ground realities in the proposed alignment.

14) The consultant shall prepare L section drawings for proposed pipe line network.

15) The consultant shall also identify the ISPS location suggest the design of ISPS and raising main.

16) Based on the design requirements and proposed new section/up-gradation of sewerage network, construction of new ISPS and raising main, the consultant shall prepare the bill of quantities for civil works, pipe laying including cost estimation as per department schedule of rates/ market rate etc. The estimate will include relocation/ dismantling of structures, buildings, channels, conduits, pipelines, drains etc., as identified in DPR.

17) The detailed specifications and quantities of the identified components shall be done on the basis of the schedule of rates approved by the BWSSB (latest). For any item, which is not covered in BWSSB Schedule of Rates (SR) (latest) relevant KUWS & DB SR/ Market rates with supporting documents shall be taken for deriving the cost estimate. The above cost estimate shall be furnished to BWSSB as basis for floating the tender on turnkey basis.

18) The consultant shall then prepare and submit the "Detailed Project Report (DPR)" after incorporating all the necessary requirements as listed above.

19) The consultant shall also prepare the Tender Document based on the identified projects, depending on the requirements of Funding Agency.

20) The Firm should also address all the queries that will be coming in the above Challaghatta Valley project.

2. Eligibility Criteria:

Refer Section-3: Data sheet

3. Qualification information:

A. Technical Qualification.
Refer Section-3: Data sheet

B. Financial
Refer Section-3: Data sheet

4. The tender comprises two-cover system of (i) Technical Bid and (ii) Financial Bid. The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid contains Bill of quantities (BOQ), which

will be opened only if the Consultant is found to be qualified to execute the tendered work. (The intending bidders shall furnish the relevant experience certificates duly signed by the competent authority not less than the rank of Executive Engineer)

5. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Contractors. Aspiring consultants who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in

6. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://kppp.karnataka.gov.in after submitting the EMD and tender processing fee in the form of e-payment. EMD will be refunded only after acceptance of successful bidder.

7. Consultants should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered.

8. Any effort by the consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

9. A successful tender will have to execute an agreement with The Bangalore Water Supply and Sewerage BWSSB within 7 days upon receipt of intimation along with Performance Security of 5% of the contract price for Project Management Consultancy and Quality assurance in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bangalore. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.

10. Bangalore Water Supply and Sewerage Board reserves the right to accept / reject any or all tenders without assigning any reasons.

11. Corrigendum's / modifications / corrections, if any, will be published in the website only.

12. Further details of works for can be obtained in the Office of the Executive Engineer, (WWM-N) C Valley Division, BWSSB, Bangalore on all working days between 3:30 pm and 5:30 pm.

13. GOK e-Procurement portal https://kppp.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080 – 22485867.

Executive Engineer,
(WWM-N) C Valley Division,
BWSSB, OMBR GLR, 3rd main road,
OMBR Layout, Banasawadi,
Bangalore-560043.

SECTION 2 - INFORMATION TO CONSULTANTS

2. INTRODUCTION

2.1 Bangalore Water Supply and Sewerage Board (BWSSB), "the client" is desirous of obtaining Review of Detailed Project Report(DPR) preparation of tender documents including preliminary design , Drawings & tender evaluation, Finalization of contract for the work of up-gradation of STP's with BNR removal system for Challaghatta Valley.

2.2 **The objectives and description of the services are:**

2.2.1 1. Collection of all data, reports and drawings related to Challaghatta Valley catchment available with concerned department prepared earlier. Site visits, discussion with BWSSB engineers and understanding of functioning of existing sewer system.

- Study of existing sewer system area of Challaghatta Valley with sewer system along the storm water drainage system.
- Population projections and calculation of water demand and in turn quantification of sewage generation for the design period of 30 years from base year of 2021.
- Condition assessment and adequacy check of existing sewer system to meet design period requirement.
- Redesign of sewer system including other structures in case existing system is inadequate and unsewered area if any.
- Proposing new system by integrating with existing system.
- Proposing new ISPS/STP for the sewage generated Challaghatta Valley.
- Preparation of drawing bill of quantities and cost estimates based on latest SOR and market rates for non SOR items.
- Preparation of Detailed Project Report (DPR).

2.3 TIME SHEDULE: The proposed project is to be constructed quickly to provide early relief to Water Pollution in the Lake, and hence the selected consultant is expected to complete his services speedily. The Bidders may note that the Client will be closely monitoring the progress of the Assignment and any deficiencies in performance will invite penalties and termination. The total time for submission of Feasibility Report, DPR, Estimate, Bid documents and tender drawings for inviting tenders for construction is 60 days from the date of issue of work order.

Consultant firms may prior to submitting their Bid for the Consultancy Assignment are encouraged a site visit to have as assessment study of junctions and their characteristics at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and other information necessary for preparation and submission of their Bids. The consultant firms shall be deemed to have full knowledge of the proposed functions whether physically inspected or not.

2.3.1 The consultants are invited to submit Technical & Financial bids, for the above Consultancy Services.

2.3.2 The Bid will be the basis for contract negotiations and ultimately, signing of a contract with the selected consultancy firm.

2.3.3 Consultants must familiarize themselves with local conditions and take them into account in preparing the Bids. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client's office before submitting a Bid.

2.3.4 Consultants who have set up an office including design office in Bangalore will only be considered.

A) Please note that

(i). The costs of preparing the Bid and of negotiating the contract, including visits to the Client site, are not reimbursable as a direct cost of the Assignment

(ii) The Client is not bound to accept any of the Bids submitted.

B) Conflict of Interest:

(i) The Consultants shall provide objective, impartial advice and hold the client's interests paramount without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

(ii) The firm which has been engaged by the BWSSB to provide consultancy services for this work shall be disqualified for providing goods or works or services related to assignments for the same slame work to any of the construction agencies. Consultants should clarify their situation in this respect to the Client.

2.3.5 The Consultants (including their affiliates / associated / partners) shall observe the highest standard of ethics during the selection and execution of contract. In pursuance of this policy BWSSB:-

(a) Will reject a Bid for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(b) Will cancel the firm's contract if at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Consultants or their associates during the selection process or the execution of that contract.

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BWSSB financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BWSSB financed contract; and.

For the purposes of above:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a BWSSB official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment to BWSSB, and includes collusive practices among consultants) prior to or after submission of Bids) designed to establish prices at artificial, non-competitive levels and to deprive BWSSB of the benefits of free and open competition.

(iii) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Government of Karnataka – financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, or Government of Karnataka – financed contract, and

(v) Will have the right to require that, Government of Karnataka to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Government of Karnataka.

2.3.6 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad, in accordance with the above sub Para 2.3.5 (C)

2.3.8 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.3.9 Clarification and Amendment of RFP documents.

(i) Consultants may request a clarification of any item of the RFP document up to 20 days from the date of notification. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

(ii) At any time before the submission of Proposals, the Client may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through agenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.4 Preparation of Bids

2.4.1 Consultants are requested to submit Bid written in the language (s) specified in the data sheet.

2.4.2 Earnest money deposit and Tender processing Fee :

2.4.2.1 The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated XXXX Bank branches listed in the e-Procurement web-site (www.kppp.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor’s bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at XXXX Bank

2.4.2.2 EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.’s central pooling account at XXXX Bank until the contract is closed.

b. The entire EMD amount for a particular tender has to be paid in a single transaction

2.4.2.3 For details on e-Payment services refer to e-procurement portal for more details on the process.

2.4.3 Technical Bid:

- In preparing the Technical Bid, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Bid.
- While preparing the Technical Bid, consultants must give particular attention to the following:

i) Proposed key professional and their required experience capable of providing the necessary services.

ii) It is desirable that the majority of the key professional staff proposed be permanent employees.

iii) Alternative professional staff shall not be proposed and only one curriculum vitae.

iv) Reports to be issued by the consultants as part of this assignment must be in the languages(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of English.

2.4.4 The Technical Bid should provide the following information.

(i) Site Appreciation.
(ii) Approach & Methodology
(iii) Innovative solutions for speedy Project Completion.
(iv) Work program and manning schedule
(v) Key personnel & other experienced

- Qualification of Key Personnel
- Relevant experience of Key personnel and backup support
- Number of permanent staff.

(vi) The Technical proposal shall not include any Financial information.

(vii) CV's recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Technical bid submission Form). Key information should include number of years working for the firm entity, and degree of responsibility held in various assignments with the firm.

2.4.5 Financial Bid:

The financial Bid as fees should be submitted separately as indicated in the data sheet.

2.4.6 The Consultant should include the cost of topographic survey, soil investigations, any other surveys and investigations required for preparation of Detailed Project Report.

2.4.7 In preparing the Financial Bid, consultants are expected to take into account the requirements and conditions of the RFP document and as given in the Data Sheet. The quoted fee shall be all inclusive, containing all costs associated with the Assignment, including (a) remuneration for staff (in the filed and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, offices equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys etc.

2.4.8 Costs and fees must be expressed, and will be paid, in the currency mentioned in the data sheet.2.4.9 Bids must remain valid for a period of 90 days. During this period, consultants are expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Bid validity period is extended, the consultants have the right not to maintain their Bid.

2.4.10 An agreement in usual format shall be drawn up and entered into with the successful consultant for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time as per LOI.

2.5 SUBMISSION, RECEIPT AND OPENING OF BIDS

2.5.1 The Bids shall be submitted through e-procurement portal.

2.5.2 First the Technical Bid will be opened at the time and date specified in the data sheet. The same will be evaluated. The objective of evaluation will be to ascertain the capability of the consultant to achieve the requirements of the assignment as well as responsiveness of Bid based on the eligibility criteria.

2.6 DESCRIPTION OF THE SELECTION PROCESS

2.6.1 The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

2**.6.2 Responsiveness of Bid**

The Bids submitted by Consultant Firms shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- It is not received by the due date and time specified.
- It does not include sufficient information for it to be evaluated and/or is not in the formats specified

The "Responsive" Bids shall be evaluated in the following stages by a Tender scrutiny committee constituted by BWSSB.

2.6.3 **Evaluation of Technical Bid**

(i) Evaluation of Technical bid would be based on the basis of Eligibility criteria indicated

in letter of invitation.

(ii) The evaluation committee appointed by the Client as whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

2.6.4 Evaluation of Financial bids

The financial Bid of technically qualified Consultant Firms shall be evaluated in the following method:

1. The detailed contents of each of Financial Bids will be reviewed subsequently by BWSSB.

2. The Financial Bid shall be reviewed to ensure that the figures provided therein are Consistent.

3. Financial Bids will be checked for computational errors or material omissions, and prices
will be corrected and adjusted as necessary.

4. If a discount has been offered in any Financial Bid, such discount will be applied prorate.2.6.5 BWSSB reserves the right to reject, at its sole discretion, any or all evaluated Financial Bids and if necessary, call for submission of new Financial Bids.

2.6.6 The Bidders are advised to quote the price accordingly. **The Financial Bid should be excluding GST.**

2.6.7 All duties, taxes and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers shall be included in the price bid and no claim on this behalf will be entertained by BWSSB. All taxes, duties and levies (except service tax) in respect of the transaction between BWSSB and Bidders shall be included in the Price Bid.

2.6.8 The evaluation committee will determine whether the financial Bids are complete, correct any computational errors and correct prices in local currency (IR).

2.7 Negotiations

2.7.1 Negotiations will be held at the office of the Chief Engineer (Projects), BWSSB, Bangalore. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the BWSSB may specify. Failure in satisfaction of such requirements may result in the BWSSB proceeding to negotiate with the next lowest Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate.

2.7.2 The Client shall prepare minutes of the negotiations, which will be signed by the Client and the Consultant. The aim is to reach an agreement on all points and initial a draft contract after the conclusions of negotiations.

2.7.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initials the agreed contract. If negotiations fail, the Client will invite the firm whose bid is next lowest (L2) to negotiate a contract.

2.7.4 Confidentiality Negotiations

Information relating to evaluation of Bids and recommendations concerning contract award shall not be disclosed to Consultants who submitted Bids or to other persons not officially concerned with the Selection process until the winning firm has been notified and contract awarded.

2.8 Award of Contract

After completion of negotiations, the Client shall award the contract to the selected Consultant and promptly notify the other Consultants who submitted Bids that they were unsuccessful. Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

The selection of consultant will be at the sole discretion of BWSSB who reserve their rights to accept or reject any or all the Bids without assigning any reason. BWSSB reserves the right to call for additional information from the Bidders consultants.

2.9 RIGHT OF REJECTION

BWSSB reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, withdraw this RFP, not award the work, or not award a portion of the work at any time. The receipt of Bids shall NOT in any way, obligate the BWSSB to enter into a consultancy agreement, lease or any other contract of any kind with any Consultant. All submitted copies of the Bids shall become the property of BWSSB.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "**GC" mean these General Conditions of Contract**;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "**SC" means the Special Conditions of Contract** by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified by the Client.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force

Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them

shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

3.5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood

(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

(b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;

(c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the

time periods set forth in the said Appendix.

3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Consultants' Personnel and Sub-consultants

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with

the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications

and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result

thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1 a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants

(i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

6.3 Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve

(12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

8. Accountability

8.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure.

8.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant.

8.3 In addition BWSSB reserves the right to recover the performance security amount vested with BWSSB in the form of Bank guarantee given by the consultant against performance guarantee.

9. Penalty

9.1 The client reserves the right to levy an additional penalty up to 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the program furnished by the consultant. The penalty will be deducted from each bill received from the consultant.

SECTION-3: Data Sheet

Table 1:

1.Amount put to tender – 80,00,000/-

2.Period of completion – 4 months

3.EMD at 2% of amount put to tender – 1,60,000/-

To qualify for award of this contract, each tenderer in its name should have the below mentioned eligibility criteria in the **last five financial years i.e 2017-18 to 2021-22**.

Eligibility criteria for pre-qualification:

1. The Firm must have an office in India, operating for minimum last 20 years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)

2. The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal)

3. The firm should not have been blacklisted by any government / Non-Government / Private agencies/organizations/institutions and funding agencies in the last 10 years**.**

4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
5. Bidders are not allowed to form Joint venture or Consortium with other bidders.
6. Subletting/ subcontracting of any part of design work is not permitted.
7. Firm having worked in this region is desirable.
8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the permanent key personnel (as per table 2) who are with the firm for not less than 12 months shall only be considered.
10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid
11. The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid.
12. The company should not be a loss making in last 5 years. Documentary proof shall be submitted along with Bid.

Specific Criteria (During the last 5 years: 2016-17 to 2021-22)

1. The Firm shall have a minimum annual turnover of **Rs. 80.00 Lakhs** in each of the last five years. Documentary proof in the form of attested balance sheet for last five years shall be submitted.

2.The consultant **as single entity** should have prepared Detailed Project Report for One (1) no. of STP with suitable treatment technology such as **Detailed Project Report & Estimate for Up gradation/ rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main in last seven years.**

3.The consultant **as a single entity** should have prepared at least One (1) no. of **Detailed Project Report for Up gradation/ rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main in last seven years.**

Note: Necessary notarized certificates towards the above experience shall be uploaded along with the other tender documents

Evaluation will be carried out based on:
The number of points to be given under each of the evaluation criteria are:

	Points
(i) Specific experience of the consultants related to the Assignment **(Refer table – X)**	**20**
(ii) Adequacy of the proposed work plan and methodology in responding To the TOR **(Refer table – Y)**	**25**
(iii)Qualifications and competence of the key professional staff for the Assignment **(Refer table Z)**	**55**
Total Points:	**100**

The minimum technical score required to pass is : 75 Points

Table X: Technical Evaluation (During the last 5 years: 2016-17 to 2021-22)

Clause	Minimum Qualification Criteria	Points
	Specific Work – Experience of the relevant to proposed project	
(i)	The consultant as single entity should have prepared Detailed Project Report for One (1) no. Detailed Project Report & Estimate for Up gradation/ rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main in last seven years. Minimum Up gradation/ rehabilitation/ replacement for existing sewer network system For Intermediate Sewage Pumping Station (ISPS)	**10**
(ii)	New Intermediate Sewage Pumping Station (ISPS) along with rising main in last seven years.	**10**
	Total (Maximum Marks)	**20**

Table Y–Technical Evaluation

II	**Adequacy of the proposed work plan and methodology in responding to the TOR**	
a)	Methodology for carrying out the work (max 20 pages) and Understanding of TOR	15
b)	Work plan and Innovative solutions for speedy project completion	5
c)	Organization chart and Manning Schedule	5
	Sub Total	**25**

Table Z – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed – (Refer to Table – K – Experience details)

S No	Key Professional	Marks
1	Team leader	15
2	Sewerage Network Engineer	7.5
3	Structural Engineer	7.5
4	Process & Hydraulics Engineer	5
5	Mechanical Engineer	5
6	Electrical Engineer	5
7	Instrumentation Engineer	5
8	CAD Engineer	5
Total		55
1.	CAD Engineer	Not evaluated
2.	Procurement	
Total Support Staff		

Table - A : The number of points to be given for qualifications and competence of the key professional staff for the assignment are: (Refer Table – Z for Key Position list and weightage).

a) **General Qualifications**	Points
• Professional Qualifications	20%
• Length of Experience and Positions held	20%
Sub Total	**40%**

b) Adequacy for the Assignment	
• Adequacy for the assignment related to sewerage net work	50%
• Experience of sewerage net work with govt organizations	10%
Sub Total	**60%**
Grand Total	**100%**

Note:

- The consultant must achieve a minimum of 60% points in each of the items **(I), (II)** and **(III)** in Table-1 and minimum 75% overall (average) in the Technical Proposal.
- Quality-Cost Ratio for Selection: 80: 20. (Weightage for technical proposal is 80% and that for financial proposal is 20%)

2.1.1 Quality-Cost Ratio: 80: 20. (Weightage for technical proposal evaluation is 80% and that for financial proposal is 20%)

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows: Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and “F” is the ETP of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

In addition to list of key Professional staff, a list of sub professional staff with minimum number of man month input is given in the RFP. The CVs of these sub professional staff to be submitted in the proposal. The Client has indicated estimated key sub professional staff input in the

Data Sheet. These man months' numbers are only for indicative purposes and consultant need to evaluate and modify to suit their requirements but with a minimum number as stated in the RFP. However, the number of Support staff (admin and engineering) will have to be assessed by the consultant based on the RFP requirements to achieve and meet the objectives of the project.

The **technical proposal should score at least 75 points** to be considered responsive for financial evaluation (2nd stage evaluation).

2.1 At all stages right from data collection, Preparation of DPR, preliminary design, Drawings & tender evaluation, Finalization of contract for the work of Report & Estimate for Up gradation/ rehabilitation/ replacement for existing sewer network system, data feeding, use of software related to design of ISPS and raising main in all aspects, the consultant's shall work in consultation with EE(WWM-N)-CV during each activity of this consultancy services.

2.2 List of deliverables

Sl. No.	**Milestone**	**Duration**
Stage 1: Development of feasibility report		
1.	Inception report and feasibility report	1st month
Stage 2: Preparation of DPR & preliminary design and tender document		
2	Draft design report, Cost estimates & final design report	2nd month
3	Preparation of draft Tender Document and finalization	3rd month
Stage 3: Tendering, clarification, evaluation and recommendation of tender forward		
4	Tendering, Clarification, Evaluation and Recommendation of Tender for Award	4th month

Table – K - Minimum Required Experience and Expertise of Proposed Key personnel details

S No	**Position**	**Qualification**	**Specific experience**
1	Team	Master in Env/Civil	Should be post graduate

S No	Position	Qualification	Specific experience
	leader	Engineering	degree in Env/ Civil Engineering respective fields having minimum 10 years of experience
2	Sewerage Network Engineer	Master in Env/ Civil Engineering	Should be post graduate degree in Env/ Civil Engineering respective fields having minimum 10 years of experience
3	Structural Engineer	Master in Structural Engineering	Should be post graduate degree in Structural Engineering respective fields having minimum 10 years of experience
4	Process & Hydraulics Engineer	Bachelor degree in Env/ Civil Engineering	Should be graduate degree in Env./ Civil Engineering respective fields having minimum 10 years of experience
5	Mechanical Engineer	Bachelor degree in Env/Civil Engineering	Minimum of 10 years of relevant experience in planning, detailed engineering, tendering, in mechanical systems for large scale water, and wastewater projects. Proven experience in selection and sizing of mechanical systems, along with mechanical operations and maintenance of large water/wastewater treatment plants and pumping stations.
6	Electrical Engineer	Bachelor degree in Electrical Engineering	Minimum of 10 years of relevant experience in Electrical design review in water/wastewater treatment plants and pumping stations.
7	Instrumentation Engineer	Bachelor degree in Instrumentation /Civil Engineering	Minimum of 10 years of relevant experience in instrumentation control and

S No	Position	Qualification	Specific experience
			automation (SCADA - PLC and HMI) in water/wastewater treatment plants and pumping stations.
8	CAD Engineer	Bachelor degree in Instrumentation /Civil Engineering	Minimum of 10 years of relevant experience in instrumentation control and automation (SCADA - PLC and HMI) in water/wastewater treatment plants and pumping stations.
9	Procurement	Bachelor degree in Civil Engineering	Minimum of 10 years of relevant experience in instrumentation control and automation

Note:

1. Only Personnel mentioned in Key Professional Staff will be considered for evaluation in Technical Proposal.
2. Sub professional staff CV's need not be submitted.
3. The consultants are free to propose any additional experts to meet the objectives of this consultancy assignment. The consultants are free to propose support staff and/or key experts to fulfill the scope of work in the tender.
4. Administrative staff personnel (as per consultant requirement) are also not evaluated in Technical Proposal. But the financials of these positions are to be considered in Financial Proposal.
5. Maximum age limit for all key professional experts is 60 years.

UNDERTAKING REGARDING NON-DEBARMENT/ BLACK-LISTING/ DETAILS OF LITIGATION HISTORY

We hereby undertake to confirm that our firm "----------"has **not** been Debarred/Blacklisted by any Central/State Government Agency or External Aided Lending agency during the past 10 year period. We also hereby undertake to confirm that our services have not been rescinded by any Central Government/State Government Agency during the currency of a particular project during the past 10 year period. We further undertake to state that we do **not** have any litigation history.

Date: **Signature:_____**

Place: **Full name:**

Designation:

Name of the Firm:

Address:

(Authorized Signatory)

UNDERTAKING REGARDING NON-DEBARMENT/ BLACK-LISTING/ DETAILS OF LITIGATION HISTORY

We hereby undertake to confirm that our firm "----------"has **not** been Debarred/Blacklisted by any Central/State Government Agency or External Aided Lending agency during the past 10 year period. We also hereby undertake to confirm that our services have not been rescinded by any Central Government/State Government Agency during the currency of a particular project during the past 10-year period. We further undertake to state that we do **not** have any litigation history.

Date: **Signature:_____**

Place: **Full name:**

Designation:

Name of the Firm:

Address:

(Authorized Signatory)

SECTION - 4
TECHNICAL BID SUBMISSION FORM

(Location, Date)

From: To:

(Name and Address of Firm)

Office of the Executive Engineer,

(WWM-N) C Valley Division,
BWSSB, OMBR GLR, 3rd main road,
OMBR Layout, Banasawadi,
Bangalore-560043.
Karnataka, India.

Sir,

Sub: **Consultancy services for the work of Detailed Project Report & Estimate for Up gradation/rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main to existing 218 MLD Treatment Plant at Challaghatta.**

***

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Bid dated _____, we are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid.

If negotiations are held during the period of validity of the Bid, i.e., 90 days from submission we undertake to negotiate. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake that if the work is awarded, we will execute the work from the office in Bangalore. The designs, drawings etc., will be done from our office at Bangalore.

We have examined in detail and have understood the terms and conditions stipulated in the Document issued by BWSSB and in any subsequent communication sent by BWSSB. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the or in any of the subsequent communications from BWSSB. Our Bid contains no conditions.

The information submitted in our Bid is complete, is strictly as per the requirements as stipulated, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

We understand you are not bound to accept any Bid you receive.

We remain, Yours
sincerely,

Authorized Signature:

Name and Title of Signatory:
Name of the Firm
Address
Contact Person: Telephone:

Appendix C

COMPOSITION OF THE TEAM PERSONNEL, AND TASK (S) OF EACH TEAM MEMBER.

1. Technical / Managerial Staff (Key Professional)

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

2. Support Staff

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

C.V's in the above format, of the personnel shall be submitted with signature.

FORMAT OF CURRICULUM VITAE (C.V) FOR PROPOSED KEY PERSONNAL STAFF.

Proposed Position:_____

Name of the firm:_____

Name of Staff:_____

Profession:
Date of Birth:
_____
Years with Firm / Entity: _____ Nationality: _____
Membership in Professional Societies:
_____
_____
Detailed Tasks Assigned:
_____
Key Qualifications: _____
(Give an outline of staff member's experience and training most pertinent to tasks on
assignment. Describe degree of responsibility held by staff member on relevant previous
assignments and give dates and location. Use about half a page)
Education:_____
(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.)
Employment Record: _____
(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)
Languages:_____(for
each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

Firm: _____

SECTION – 5

FINANCIAL BID

Sl No.	Particulars	Unit	Qty	Rate	Amount
1	Consultancy services for the work of Detailed Project Report & Estimate for Upgradation/rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main to existing 218 MLD Treatment Plant at Challaghatta. (Survey, Drafting, Office Expenses, Documentation, Vehicle & Other Contingency Costs) (Hard Copy in 3 sets & Soft copy)	LS	1		
1a	Preparation and submission of DPR & Detailed Estimate	LS	0.5		
1b	Preparation of Tender Document including Preliminary Design & Drawings (Hard Copy in 3 sets & Soft copy)	LS	0.2		
1c	Submission Final Tender Evaluation and Finalization	LS	0.3		

	of Contract				
	Total Rs	--			

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

To:

_____ [name of Employer]

_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract').

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as performance security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THERF.FORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs._____ [amount of guarantee] Rupees _____ [in words] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Guarantee Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address: _____

Date _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in Bengaluru.

SCHEDULE – B

Consultancy services for the work of Detailed Project Report & Estimate for Upgradation/rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main to existing 218 MLD Treatment Plant at Challaghatta.

Sl No.	Particulars	Unit	Qty	Rate	Amount
1	Consultancy services for the work of Detailed Project Report & Estimate for Upgradation/rehabilitation/ replacement for existing sewer network system and New Intermediate Sewage Pumping Station (ISPS) along with rising main to existing 218 MLD Treatment Plant at Challaghatta. (Survey, Drafting, Office Expenses, Documentation, Vehicle & Other Contingency Costs) (Hard Copy in 3 sets & Soft copy)	LS	1		
1a	Preparation and submission of DPR & Detailed Estimate	LS	0.5		
1b	Preparation of Tender Document including Preliminary Design & Drawings (Hard Copy in 3 sets & Soft copy)	LS	0.2		
1c	Submission Final Tender Evaluation and Finalization of Contract	LS	0.3		
	Total Rs	--			

EE(WWM-N) C Valley